

BID FORM

For: Lussiano/North Union Playground (Bid #20-24)

Proposal (BID) of J.J. PHELAN & SON CO., INC.
(hereinafter called "Bidder") a corporation, organized and existing under the laws of the
Commonwealth of Massachusetts.

J.J. PHELAN & SON CO., INC.
doing business as CORPORATION
(corporation, ~~proprietorship, partnership~~)

to the TOWN OF ARLINGTON hereinafter called "Owner". Gentlemen:

- A. The Bidder, in compliance with your invitation for bids for the Lussiano/North Union Playground, Arlington Massachusetts, having examined the plan and specifications with related documents and the site of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the written "Notice to Proceed" from the Owner, and to complete the work by September 4, 2020. The Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter that the works remains incomplete, as provided in the Instruction to Bidders, Modifications to General Conditions.
Required completion dates are as follows:

- B. Bidder acknowledges receipt of the following addendum: N/A

Dated

Dated

Dated

- C. Bidder agrees to perform all work described in the specifications and shown on the drawings, for the following lump sum price of:

1. Total Proposed Base Bid Contract Price:
Two hundred eighty nine thousand Dollars (\$ 289,000)
2. Bid Deposit on total bid price, including alternates, in the sum of:
FIVE PERCENT (5%) OF TOTAL BID Dollars (\$) in

the form of BID BOND is submitted herewith in accordance with the INSTRUCTION FOR BIDDERS and is to become property of the Owner in the event the Contract and bonds are not executed within the time above set forth, as liquidated

damages for the delay and additional expense to the Owner caused thereby.

3. The Bid does not include premiums on Performance/Labor and Materials Bond. Cost of required Bond Premiums (for base bid and any and all alternates):

Bond Premiums Add \$ 1.5% (one and a half percent)

4. Alternates

This bid includes Alternates as follows:

ADD Alternate No. 1: Four thousand eight hundred dollars
and _____ cents \$ { 4,800.00 }.

ADD Alternate No. 2: three thousand six hundred dollars
and _____ cents \$ { 3,600.00 }.

ADD Alternate No. 3: one thousand five hundred dollars
and _____ cents \$ { 1,500.00 }.

ADD Alternate No. 4: Nine thousand five hundred dollars
and _____ cents \$ { 9,500 }.

ADD Alternate No. 5: six thousand dollars
and _____ cents \$ { 6,000 }.

ADD Alternate No. 6: ten thousand dollars
and _____ cents \$ { 10,000 }.

ADD Alternate No. 7: Seven thousand eight hundred dollars
and _____ cents \$ { 7,800 }.

ADD Alternate No. 8: seven thousand five hundred dollars
and _____ cents \$ { 7,500 }.

ADD Alternate No. 9: four thousand eight hundred dollars
and _____ cents \$ { 4,800 }.

- D. If the Bid is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the contract within the time stipulated by the Owner.
- E. The undersigned agrees that for extra work, if any, performed in accordance with the AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.
- F. Bidder understands that the Owner reserves the right to reject any and all bids.
- G. The undersigned hereby agrees that he will not withdraw the Bid within sixty (60) consecutive calendar days after the actual date of the opening of Bids and that, if the Owner accepts this Bid, the undersigned will duly execute and acknowledge the required Contract Bonds within 10 days after notification that the AGREEMENT is ready for signature.
- H. Should the undersigned fail to fulfill any of his agreements as here in before set forth, the Owner shall have the right to retain as liquidated damages the amount of the Bid security, which shall become the Owner/s property. If a bid was furnished as bid security, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.
- I. The Undersigned certifies under penalty of perjury that this Bid is in all respect bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.
- J. The undersigned certifies that he is able to furnish labor that can work in harmony with all laws and regulations applicable to awards made subject forty-four A.
1. Have been in business under the present name for 38 years.
 2. Ever failed to complete any work awarded? _____ (Yes), NO (No). If yes, explain: N/A
 3. Bank Reference: _____
NORTHERN BANK & TRUST 275 MISHAWUM RD WOBURN, MA
DONALD QUEENIN, VP (781) 937-5400

- K. The Bidder is required to state below all work he/she and his/her subcontractors (if subcontractors are to perform substantial portions of the work) has compete within the past 5 years of a similar character and value to that of the work included in the proposed Contract and to give references that will enable the Owners to judge the Bidder's experience, skill and business standing. The Bidder is required to list a minimum of 3 completed projects that are comparable in scope, complexity and value. For each project, include the name, location, type, date complete, construction value and owner contact.

PLEASE SEE ATTACHED

(add supplementary page if necessary)

- L. The Bidder is required to state below all construction projects he/she currently has under contract. For each project, include the name, location, type, scheduled completion date, construction value and owner contact.

PLEASE SEE ATTACHED

- M. The undersigned bidder hereby certifies that the tools and equipment required to meet the specified requirements of the Contract document, will be utilized in the performance of the work.

- N. The undersigned further certifies under the penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation declared there under.
- O. The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of the Contract, including compliance with Minority/Women Business Enterprise as required under these contract provisions. The contractor receiving the award of the Contract shall be required to obtain from each of its subcontractors a copy of its bidder's certification and submit it to the contracting agency prior to the award of such subcontract, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA contract provisions.

Date: 5/20/20

J.J. PHELAN & SON CO., INC.

Name of General Bidder

By: 

Name and Title of Person Signing Bond

JOSEPH J. PHELAN III, PRESIDENT


120 LUMBER LANE, TEWKSBURY, MA 01876

Business Address

FORM A

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

JOSEPH J. PHELAN III, PRESIDENT
Authorized Name

5/20/20
Authorized Signature Date

04-2908182
~~Social Security Number~~ or Federal Identification Number

J.J. PHELAN & SON CO., INC.
Legal Name of Business Entity (Print or

120 LUMBER LANE
Type) Address

TEWKSBURY, MA 01876
City, State, Zip Code

Corporate Seal (If applicable)

FORM B

CERTIFICATE OF FOREIGN CORPORATION N/A

The undersigned certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

Jurisdiction

The undersigned further certifies that it complies with the requirements of M.G.L, c. 30, sec. 39L and with the requirements of M.G.L, c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of Person Signing the Bid or Proposal

Date

Signature of Person Signing the Bid or Proposal

Date

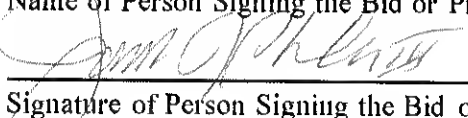
Name of Business (Print or Type)

Corporate Seal (If applicable)

FORM D**BIDDER CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES**

The undersigned hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to identify the awarding authority for, from, and against any loss, expense, damages, action, or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, of selected as the contractor, to pay laborers employed on the project the said applying prevailing wage rates.

5/20/20
Date

JOSEPH J. PHELAN III
Name of Person Signing the Bid or Proposal
 PRESIDENT
Signature of Person Signing the Bid or Proposal Title

J.J. PHELAN & SON CO., INC.
Name of Business (Print or Type)

Corporate Seal (If applicable)

FORM E


CERTIFICATION OF PAYMENT OF STATE TAXES

Legislation enacted by the Commonwealth of Massachusetts, effective, 1983, requires that attestation below be signed:

Pursuant to M.G.L c. 62C, sec. 49A, I certify under the penalties of perjury, that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

APPROVAL OF A CONTRACT OR ANY OTHER AGREEMENT WILL NOT BE GRANTED UNLESS THIS CERTIFICATION CLAUSE IS SIGNED BY AN AUTHORIZED CORPORATE OFFICER.

THE TAX PAYER IDENTIFICATION NUMBER WILL BE FURNISHED TO THE MASSACHUSETTS DEPARTMENT OF REVENUE TO DETERMINE IF TAX FILINGS AND/OR TAX PAYMENT OBLIGATIONS HAVE BEEN MET. PROVIDERS WHO FAIL TO CORRECT THEIR NON-FILING AND/OR DELINQUENCY STATUS SHALL NOT HAVE A CONTRACT OR ANY OTHER AGREEMENT ISSUED, RENEWED OR EXTENDED



(Signature of Individual) PRESIDENT
Title

04-2908182

Social Security Number or Federal Identification Number

J.J. PHELAN & SON CO., INC.

Corporate Name

JOSEPH J. PHELAN III, PRESIDENT 5/20/20

Name of Person Signing the Proposal (Print or Type) Date

J.J. PHELAN & SON CO., INC.

Legal Name of Business Entity (Print or

120 LUMBER LANE, TEWKSBURY, MA 01876

Type) Business Address

Corporate Seal (If applicable)

FORM F

**CERTIFICATION OF AUTHORITY
MEETING OF BOARD OF
DIRECTORS**

(Note: if business entity is a partnership or individual, all owners shall sign this form.)

At a meeting of the Directors of the J.J. PHELAN & SON CO., INC. duly called and held at

(Corporation)

120 LUMBER LANE, TEWKSBURY, MA 01876 on the 20th day of MAY, 20 20,
(Location)


at which a quorum was present and acting, it was voted that JOSEPH J. PHELAN III, the
(Name)

PRESIDENT of this Corporation, is hereby authorized and empowered to make,
(Title/Position)

into, sign, seal and deliver on behalf of the Corporation a Contract for Lussiano/North Union Playground
with the TOWN OF ARLINGTON, and the performance and payment
bonds each in the amount as specified by the Owner.

I hereby certify that the above is a true and correct copy of the record, that said vote has not
been amended or repealed and is in full force, and effect as of this date and that

JOSEPH J. PHELAN III is duly elected PRESIDENT of the corporation
(Name) (Title/Position)

 5/20/20
Clerk or secretary of the Corporation SUSAN J. PHELAN Date

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.)

the required names and addresses of all person interested in this proposal, as Principals,
are as follows:

JOSEPH J. PHELAN III, PRESIDENT & TREASURER 85 LILAH LANE READING, MA 01867
SUSAN J. PHELAN, SECRETARY 85 LILAH LANE READING, MA 01867